

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

BMO HARRIS BANK N.A.,

Plaintiff

v.

JRD TRUCKING, LLC, *et al.*,

Defendants

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3:21-CV-2161
(JUDGE MARIANI)

FILED
SCRANTON

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PER

DEPUTY CLERK

ORDER

AND NOW, THIS 7th DAY OF FEBRUARY, 2023, upon review of

Magistrate Judge Karoline Mehalchick's Report & Recommendation ("R&R") (Doc. 16) for clear error and manifest injustice, **IT IS HEREBY ORDERED THAT:**

1. The R&R (Doc. 16) is **ADOPTED** for the reasons stated therein.¹
2. Plaintiff's Motion for Default Judgment (Doc. 8) is **GRANTED**.

¹ Although the Court agrees that Plaintiff is entitled to reasonable attorney's fees, it notes that such entitlement arises out of the express language in the parties' signed agreements, not Title VII as stated in the R&R (see Doc. 16, at 12 & n. 2). Here, the Loan and Security Agreements between JRD Trucking, LLC (debtor) and BMO Harris Bank N.A. (lender) provide under the section "Default and Remedies" that in the event of a default the "Debtor shall . . . pay to Lender all expenses of retaking, holding, preparing for sale, selling and the like, including without limitation (a) the reasonable fees of any attorneys retained by the Lender, and (b) all other legal expenses incurred by the Lender." (See Docs. 1-2, 1-10, at ¶ 5.2). The Master Vehicle Lease Agreement, entered into by JRD Trucking LLC (lessee) and BMO Harris Bank N.A. (lessor) further provides as a lessor's remedy that lessee "must pay our attorney's fees, agency fees, collection costs and expenses and any other costs and expenses incurred in connection with the enforcement, assertion, defense or preservation of our rights and remedies under this Agreement or any Lease, if prohibited by law, such lesser sum as may be permitted." (Doc. 1-6, at ¶ 16(c)).

3. Judgment is hereby entered **IN FAVOR OF** Plaintiff BMO Harris Bank N.A. and **AGAINST** Defendants JRD Trucking LLC and Richard Wilson, jointly and severally, in the amount of \$ 218,177.94.
4. Plaintiff BMO Harris Bank N.A. is **DIRECTED** to serve a copy of this Order on the Defendants.
5. The Clerk of Court is directed to **CLOSE** this case.

A handwritten signature in black ink, appearing to read 'R. Mariani', is written over a horizontal line.

Robert D. Mariani
United States District Judge